

CRAVATH, SWAINE & MOORE

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STEWART R. BROSS, JR.
HENRY P. RIORDAN
JOHN R. HUPPER
SAMUEL C. BUTLER
WILLIAM J. SCHRENK, JR.
BENJAMIN F. CRANE
JOHN F. HUNT
GEORGE J. GILLESPIE, III
THOMAS D. BARR
MELVIN L. BEDRICK
GEORGE T. LOWY
ROBERT ROSENMAN
JAMES H. DUFFY
ALAN J. HRUSKA
JOHN E. YOUNG
JAMES M. EDWARDS
DAVID G. ORMSBY
DAVID L. SCHWARTZ
RICHARD J. HIEGEL
FREDERICK A.O. SCHWARZ, JR.
CHRISTINE BESHAR
ROBERT S. RIFKIND
DAVID BOIES
DAVID O. BROWNWOOD
PAUL M. DODYK
RICHARD M. ALLEN
THOMAS R. BROME
ROBERT D. JOFFE
ROBERT F. MULLEN
HERBERT L. CAMP
ALLEN FINKELSON

RONALD S. ROLFE
JOSEPH R. SAHID
PAUL C. SAUNDERS
MARTIN L. SENZEL
DOUGLAS D. BROADWATER
ALAN C. STEPHENSON
JOSEPH A. MULLINS
MAX R. SHULMAN
STUART W. GOLD
JOHN W. WHITE
JOHN E. BEERBOWER
EVAN R. CHESLER
PATRICIA GEOGHEGAN
D. COLLIER KIRKHAM
MICHAEL L. SCHLER
DANIEL P. CUNNINGHAM
KRIS F. HEINZELMAN
B. ROBBINS KIESSLING
ROGER D. TURNER
PHILIP A. GELSTON
RORY O. MILLSON
NEIL P. WESTREICH
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ROBERT A. KINDLER
DANIEL L. MOSLEY
GREGORY M. SHAW
PETER S. WILSON
JAMES C. VARDELL, III

ONE CHASE MANHATTAN PLAZA
NEW YORK, N. Y. 10005

TELEPHONE
212 428-1000

WRITER'S DIRECT DIAL NUMBER

RECORDATION NO. 15335-D Filed 1425

JAN 12 1988 - 2 01 PM

INTERSTATE COMMERCE COMMISSION

8-012A057

2 HONEY LANE, CHEAPSIDE
LONDON EC2V 8BT, ENGLAND
TELEPHONE: 1-606-1421
RAPIFAX/INFOTEC:
1-606-1425

No. 15335-D
Date JAN 12 1988
Fee \$ 10.00
ICC Washington, D.C.

\$10.00 filing fee
January 12, 1988

Amendment Agreement Dated as of December 1, 1987
Amending Conditional Sale Agreement Filed under
Recordation No. 15335
Lease of Railroad Equipment Filed under
Recordation No. 15335-B

Dear Ms. McGee:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Consolidated Rail Corporation for filing and recordation counterparts of the following:

Amendment Agreement dated as of December 1, 1987, among Consolidated Rail Corporation, as Lessee, Mercantile-Safe Deposit and Trust Company, as Agent, and Whirlpool Acceptance Corporation, as Vendee.

The Amendment Agreement amends a Conditional Sale Agreement and a Lease of Railroad Equipment each dated as of October 1, 1987, previously filed and recorded with the Interstate Commerce Commission on October 19, 1987, at 3:15 p.m., Recordation No. 15335.

The Amendment Agreement amends the Conditional Sale Agreement and the Lease of Railroad Equipment to adjust the Amortization Schedule and the Basic Rental and Casualty Value percentages.

100 OFFICE OF
THE SECRETARY
JAN 12 2 01 PM '88
INTERSTATE COMMERCE COMMISSION

*Counterpart -
A. H. H. H.
This should be
15335-D
but check.*

Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 15335-D.

Enclosed is a check for \$10 payable to the Interstate Commerce Commission for the recordation fee for the Amendment Agreement.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the document and this transmittal letter for your files. It is requested that the remaining counterparts of the document be delivered to the bearer of this letter.

Very truly yours,

Laurance V. Goodrich

Laurance V. Goodrich
as Agent for
Consolidated Rail Corporation

Ms. Noreta R. McGee, Secretary,
Interstate Commerce Commission,
Washington, D.C. 20423.

Encls.

Interstate Commerce Commission

Washington, D.C. 20423

OFFICE OF THE SECRETARY

Laurance V. Goodrich
One Chase Manhattan Plaza
New York, NY 10005

Dear Sir

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/12/88 at 2:05PM, and assigned recordation number(s). 15335-D

Sincerely yours,

Nesta L. McEue

Secretary

Enclosure(s)

RECORDATION NO. 15335-^D
JAN 12 1988 -2
INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of December 1, 1987, among CONSOLIDATED RAIL CORPORATION ("Lessee"), WHIRLPOOL ACCEPTANCE CORPORATION ("Vendee") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent").

WHEREAS Consolidated Rail Corporation, Thrall Car Manufacturing Company and Trinity Industries, Inc. (collectively "Builders") and the Vendee have entered into a Conditional Sale Agreement dated as of October 1, 1987 ("CSA"), and since the Builders' have been paid in full under the CSA and all the Builders other rights have been assigned to the Agent, the Builders are no longer a party in interest to this transaction;

WHEREAS the Vendee and the Lessee have entered into a Lease of Railroad Equipment dated as of October 1, 1987 ("Lease");

WHEREAS the CSA and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on October 19, 1987, at 3:15 p.m., and were assigned recordation numbers 15335 and 15335-B, respectively, and deposited in the office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on October 19, 1987, at 3:50 p.m.; and

WHEREAS pursuant to Section 3(b) of the Lease, certain amendments are required because some of the assumptions referred to therein were not correct.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Schedule I to the CSA is hereby amended and restated in its entirety as shown in Schedule I hereto.

2. Schedule B to the Lease is hereby amended and restated in its entirety as shown in Schedule B hereto.

3. Schedule D to the Lease is hereby amended and restated in its entirety as shown in Schedule D hereto.

4. The interim interest payable to the Agent on January 4, 1988, is \$234,507.85 of which the Lessee is responsible for \$37,145.50 and the Vendee is responsible for \$197,507.85.

362.35

5. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

6. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

7. The Vendee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Article 18 of the CSA and Section 15 of the Lease.

8. The terms of this Amendment Agreement and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

8. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Agent.

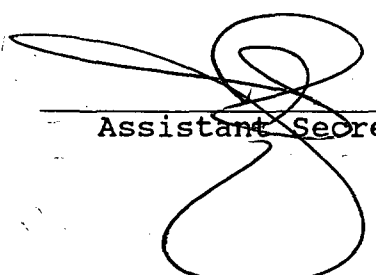
IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

CONSOLIDATED RAIL CORPORATION,

[Corporate Seal]

by Thomas J. Lieber
Assistant Treasurer-Financing

Attest:


Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY,

[Corporate Seal] by _____
Vice President

Attest:

Corporate Trust Officer

WHIRLPOOL ACCEPTANCE CORPORATION,

by _____
[Corporate Seal] Senior Vice President, Finance

Attest:

Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA,)
)
COUNTY OF PHILADELPHIA,) ss.:

On this 14th day of January, 1988, before me personally appeared Thomas J. Hieber, to me personally known, who being by me duly sworn, says that he is the Assistant Treasurer-Financing of CONSOLIDATED RAIL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Marianne C. Baker
Notary Public

[Notarial Seal]

My Commission expires

MARIANNE C. BAKER
Notary Public, Phila., Phila. Co.
My Commission Expires Aug. 6, 1990

STATE OF MARYLAND,)
)
CITY OF BALTIMORE,) ss.:

On this day of December 1987, before me personally appeared , to me personally known, who being by me duly sworn, says that he is a Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MICHIGAN,)
) ss.:
COUNTY OF WAYNE,)

On this day of December 1987, before me personally appeared G. J. Kroger, to me personally known, who being by me duly sworn, says that he is a Vice President of WHIRLPOOL ACCEPTANCE CORPORATION, that one of the seals affixed to the foregoing instrument is the seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

SCHEDULE I

Allocation Schedule of Each \$1,000,000 of 11.16% CSA Indebtedness

<u>Payment Date</u>	<u>Debt Service</u>	<u>Interest Payment</u>	<u>Principal Repayment</u>	<u>Principal Balance</u>
1/2/88	*	*	.00	1,000,000.00
7/2/88	55,800.00	55,800.00	.00	1,000,000.00
1/2/89	76,904.53	55,800.00	21,104.53	978,895.47
7/2/89	54,622.37	54,622.37	.00	978,895.47
1/2/90	78,082.16	54,622.37	23,459.79	955,435.68
7/2/90	53,313.31	53,313.31	.00	955,435.68
1/2/91	79,391.22	53,313.31	26,077.91	929,357.77
7/2/91	51,858.16	51,858.16	.00	929,357.77
1/2/92	80,846.37	51,858.16	28,988.21	900,369.56
7/2/92	50,240.52	50,240.62	.00	900,369.56
1/2/93	82,463.91	50,240.62	32,223.29	868,146.27
7/2/93	48,442.56	48,442.56	.00	868,146.27
1/2/94	142,590.93	48,442.56	94,148.37	773,997.90
7/2/94	74,375.56	43,189.08	31,186.48	742,811.42
1/2/95	125,431.80	41,448.88	83,982.92	658,828.50
7/2/95	36,762.63	36,762.63	.00	658,828.50
1/2/96	116,319.97	36,762.63	79,557.34	579,271.16
7/2/96	32,323.33	32,323.33	.00	579,271.16
1/2/97	99,825.09	32,323.33	67,501.76	511,769.40
7/2/97	28,556.73	28,556.73	.00	511,769.40

* Interest only shall be payable to the extent accrued on this date.

<u>Payment Date</u>	<u>Debt Service</u>	<u>Ending Interest Payment</u>	<u>Principal Repayment</u>	<u>Principal Balance</u>
1/2/98	120,173.93	28,556.73	91,617.20	420,152.20
7/2/98	23,444.49	23,444.49	.00	420,152.20
1/2/99	145,564.21	23,444.49	122,119.72	298,032.48
7/2/99	16,630.21	16,630.21	.00	298,032.48
1/2/00	153,183.91	16,630.21	136,553.70	161,478.78
7/2/00	9,010.52	9,010.52	.00	161,478.78
1/2/01	161,704.22	9,010.52	152,693.70	8,785.08
7/2/01	490.21	490.21	.00	8,785.08
1/2/02	9,275.29	490.21	8,785.08	0.00

[1240-200]
SCHEDULE B TO LEASE

CASUALTY VALUE
(Exclusive of Rent)

<u>Rental Payment Dates</u>	<u>Percentage of Purchase Price Per Unit</u>
1/02/88	103.4447
7/02/88	104.6148
1/02/89	103.9564
7/02/89	104.7486
1/02/90	103.5863
7/02/90	104.1086
1/02/91	102.5221
7/02/91	102.8603
1/02/92	100.9008
7/02/92	101.1110
1/02/93	98.7751
7/02/93	98.8557
1/02/94	96.1159
7/02/94	94.9513
1/02/95	92.4183
7/02/95	85.5975
1/02/96	85.6241
7/02/96	78.1530
1/02/97	78.2666
7/02/97	70.2190
1/02/98	70.3427
7/02/98	61.5969
1/02/99	61.8213
7/02/99	52.2277

<u>Rental Payment Dates</u>	<u>Percentage of Purchase Price Per Unit</u>
1/02/00	52.6724
7/02/00	42.1468
1/02/01	42.8547
7/02/01	31.3045
1/02/02	32.7921
7/02/02	21.6849
1/02/03	20.0000

[1240-200]
SCHEDULE D TO LEASE

Basic Rent

Basic Rental
Payment Dates

Arrears

Advance

7/2/88	4.29249	
1/2/89	5.91599	
7/2/89	4.20190	
1/2/90	6.00658	
7/2/90	4.10120	
1/2/91	6.10728	
7/2/91	3.98926	
1/2/92	6.21922	
7/2/92	3.86483	
1/2/93	6.34365	
7/2/93	3.72651	
1/2/94	6.48197	4.48704
7/2/94		5.72145
1/2/95		9.64902
7/2/95		2.82802
1/2/96		9.99052
7/2/96		2.48652
1/2/97		10.28027
7/2/97		2.19677
1/2/98		10.67354
7/2/98		1.80350
1/2/99		11.19773
7/2/99		1.27930
1/2/00		11.78389
7/2/00		0.69315
1/2/01		12.43933
7/2/01		0.03771
1/2/02		11.79213
7/2/02		0.68491

AMENDMENT AGREEMENT dated as of December 1, 1987, among CONSOLIDATED RAIL CORPORATION ("Lessee"), WHIRLPOOL ACCEPTANCE CORPORATION ("Vendee") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent").

WHEREAS Consolidated Rail Corporation, Thrall Car Manufacturing Company and Trinity Industries, Inc. (collectively "Builders") and the Vendee have entered into a Conditional Sale Agreement dated as of October 1, 1987 ("CSA"), and since the Builders' have been paid in full under the CSA and all the Builders other rights have been assigned to the Agent, the Builders are no longer a party in interest to this transaction;

WHEREAS the Vendee and the Lessee have entered into a Lease of Railroad Equipment dated as of October 1, 1987 ("Lease");

WHEREAS the CSA and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on October 19, 1987, at 3:15 p.m., and were assigned recordation numbers 15335 and 15335-B, respectively, and deposited in the office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on October 19, 1987, at 3:50 p.m.; and

WHEREAS pursuant to Section 3(b) of the Lease, certain amendments are required because some of the assumptions referred to therein were not correct.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Schedule I to the CSA is hereby amended and restated in its entirety as shown in Schedule I hereto.

2. Schedule B to the Lease is hereby amended and restated in its entirety as shown in Schedule B hereto.

3. Schedule D to the Lease is hereby amended and restated in its entirety as shown in Schedule D hereto.

4. The interim interest payable to the Agent on January 4, 1988, is \$234,507.85 of which the Lessee is responsible for \$37,145.50 and the Vendee is responsible for \$197,507.85.

362.35

5. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

6. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

7. The Vendee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Article 18 of the CSA and Section 15 of the Lease.

8. The terms of this Amendment Agreement and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

8. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

CONSOLIDATED RAIL CORPORATION,

by

[Corporate Seal]

Assistant Treasurer-Financing

Attest:

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY,

[Corporate Seal]

by


Vice President

Attest:


Corporate Trust Officer

WHIRLPOOL ACCEPTANCE CORPORATION,

by

[Corporate Seal]

Senior Vice President, Finance

Attest:

Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF PHILADELPHIA,)

On this day of December 1987, before me personally appeared Thomas J. Hieber, to me personally known, who being by me duly sworn, says that he is the Assistant Treasurer-Financing of CONSOLIDATED RAIL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this 31 day of December 1987, before me personally appeared Russell Eschneider, to me personally known, who being by me duly sworn, says that he is a Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

MY COMMISSION EXPIRES JULY 1, 1990

STATE OF MICHIGAN,)
) ss.:
COUNTY OF WAYNE,)

On this day of December 1987, before me personally appeared G. J. Kroger, to me personally known, who being by me duly sworn, says that he is a Vice President of WHIRLPOOL ACCEPTANCE CORPORATION, that one of the seals affixed to the foregoing instrument is the seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

SCHEDULE I

Allocation Schedule of Each \$1,000,000 of 11.16% CSA Indebtedness

<u>Payment Date</u>	<u>Debt Service</u>	<u>Interest Payment</u>	<u>Principal Repayment</u>	<u>Principal Balance</u>
1/2/88	*	*	.00	1,000,000.00
7/2/88	55,800.00	55,800.00	.00	1,000,000.00
1/2/89	76,904.53	55,800.00	21,104.53	978,895.47
7/2/89	54,622.37	54,622.37	.00	978,895.47
1/2/90	78,082.16	54,622.37	23,459.79	955,435.68
7/2/90	53,313.31	53,313.31	.00	955,435.68
1/2/91	79,391.22	53,313.31	26,077.91	929,357.77
7/2/91	51,858.16	51,858.16	.00	929,357.77
1/2/92	80,846.37	51,858.16	28,988.21	900,369.56
7/2/92	50,240.52	50,240.62	.00	900,369.56
1/2/93	82,463.91	50,240.62	32,223.29	868,146.27
7/2/93	48,442.56	48,442.56	.00	868,146.27
1/2/94	142,590.93	48,442.56	94,148.37	773,997.90
7/2/94	74,375.56	43,189.08	31,186.48	742,811.42
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7/2/95	36,762.63	36,762.63	.00	658,828.50
1/2/96	116,319.97	36,762.63	79,557.34	579,271.16
7/2/96	32,323.33	32,323.33	.00	579,271.16
1/2/97	99,825.09	32,323.33	67,501.76	511,769.40
7/2/97	28,556.73	28,556.73	.00	511,769.40

* Interest only shall be payable to the extent accrued on this date.

<u>Payment Date</u>	<u>Debt Service</u>	<u>Ending Interest Payment</u>	<u>Principal Repayment</u>	<u>Principal Balance</u>
1/2/98	120,173.93	28,556.73	91,617.20	420,152.20
7/2/98	23,444.49	23,444.49	.00	420,152.20
1/2/99	145,564.21	23,444.49	122,119.72	298,032.48
7/2/99	16,630.21	16,630.21	.00	298,032.48
1/2/00	153,183.91	16,630.21	136,553.70	161,478.78
7/2/00	9,010.52	9,010.52	.00	161,478.78
1/2/01	161,704.22	9,010.52	152,693.70	8,785.08
7/2/01	490.21	490.21	.00	8,785.08
1/2/02	9,275.29	490.21	8,785.08	0.00

[1240-200]
SCHEDULE B TO LEASE

CASUALTY VALUE
(Exclusive of Rent)

<u>Rental Payment Dates</u>	<u>Percentage of Purchase Price Per Unit</u>
1/02/88	103.4447
7/02/88	104.6148
1/02/89	103.9564
7/02/89	104.7486
1/02/90	103.5863
7/02/90	104.1086
1/02/91	102.5221
7/02/91	102.8603
1/02/92	100.9008
7/02/92	101.1110
1/02/93	98.7751
7/02/93	98.8557
1/02/94	96.1159
7/02/94	94.9513
1/02/95	92.4183
7/02/95	85.5975
1/02/96	85.6241
7/02/96	78.1530
1/02/97	78.2666
7/02/97	70.2190
1/02/98	70.3427
7/02/98	61.5969
1/02/99	61.8213
7/02/99	52.2277

Rental
Payment
Dates

Percentage of
Purchase Price
Per Unit

1/02/00
7/02/00

52.6724
42.1468

1/02/01
7/02/01

42.8547
31.3045

1/02/02
7/02/02

32.7921
21.6849

1/02/03

20.0000

[1240-200]
SCHEDULE D TO LEASE

Basic Rent

Basic Rental
Payment Dates

Arrears

Advance

7/2/88	4.29249	
1/2/89	5.91599	
7/2/89	4.20190	
1/2/90	6.00658	
7/2/90	4.10120	
1/2/91	6.10728	
7/2/91	3.98926	
1/2/92	6.21922	
7/2/92	3.86483	
1/2/93	6.34365	
7/2/93	3.72651	
1/2/94	6.48197	4.48704
7/2/94		5.72145
1/2/95		9.64902
7/2/95		2.82802
1/2/96		9.99052
7/2/96		2.48652
1/2/97		10.28027
7/2/97		2.19677
1/2/98		10.67354
7/2/98		1.80350
1/2/99		11.19773
7/2/99		1.27930
1/2/00		11.78389
7/2/00		0.69315
1/2/01		12.43933
7/2/01		0.03771
1/2/02		11.79213
7/2/02		0.68491

AMENDMENT AGREEMENT dated as of December 1, 1987, among CONSOLIDATED RAIL CORPORATION ("Lessee"), WHIRLPOOL ACCEPTANCE CORPORATION ("Vendee") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent").

WHEREAS Consolidated Rail Corporation, Thrall Car Manufacturing Company and Trinity Industries, Inc. (collectively "Builders") and the Vendee have entered into a Conditional Sale Agreement dated as of October 1, 1987 ("CSA"), and since the Builders' have been paid in full under the CSA and all the Builders other rights have been assigned to the Agent, the Builders are no longer a party in interest to this transaction;

WHEREAS the Vendee and the Lessee have entered into a Lease of Railroad Equipment dated as of October 1, 1987 ("Lease");

WHEREAS the CSA and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on October 19, 1987, at 3:15 p.m., and were assigned recordation numbers 15335 and 15335-B, respectively, and deposited in the office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on October 19, 1987, at 3:50 p.m.; and

WHEREAS pursuant to Section 3(b) of the Lease, certain amendments are required because some of the assumptions referred to therein were not correct.

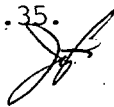
NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Schedule I to the CSA is hereby amended and restated in its entirety as shown in Schedule I hereto.

2. Schedule B to the Lease is hereby amended and restated in its entirety as shown in Schedule B hereto.

3. Schedule D to the Lease is hereby amended and restated in its entirety as shown in Schedule D hereto.

4. The interim interest payable to the Agent on January 4, 1988, is \$234,507.85 of which the Lessee is responsible for \$37,145.50 and the Vendee is responsible for ~~\$197,507.85~~ \$197,362.35.



5. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

6. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

7. The Vendee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Article 18 of the CSA and Section 15 of the Lease.

8. The terms of this Amendment Agreement and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

8. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

CONSOLIDATED RAIL CORPORATION,

by

[Corporate Seal]

Assistant Treasurer-Financing

Attest:

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY,

by

(Corporate Seal)


Vice President

Attest:

Corporate Trust Officer

(Corporate Seal)

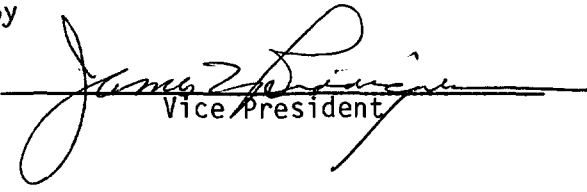
Attest:



Assistant Secretary

WHIRLPOOL ACCEPTANCE CORPORATION,

by



Vice President

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF PHILADELPHIA,)

On this day of December 1987, before me personally appeared Thomas J. Hieber, to me personally known, who being by me duly sworn, says that he is the Assistant Treasurer-Financing of CONSOLIDATED RAIL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this day of December 1987, before me personally appeared , to me personally known, who being by me duly sworn, says that he is a Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]


My Commission expires

STATE OF MICHIGAN,)
) ss.:
COUNTY OF WAYNE,)

On this 4th day of January, 1988, before me personally appeared James W. Biddinger, to me personally known, who being by me duly sworn, says that he is a Vice President of WHIRLPOOL ACCEPTANCE CORPORATION, that one of the seals affixed to the foregoing instrument is the seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

My Commission expires


Maryanne Crawley
Notary Public

MARYANNE CRAWLEY
Notary Public, Wayne County, MI
My Commission Expires May 20, 1990

SCHEDULE I

Allocation Schedule of Each \$1,000,000 of 11.16% CSA Indebtedness

<u>Payment Date</u>	<u>Debt Service</u>	<u>Interest Payment</u>	<u>Principal Repayment</u>	<u>Principal Balance</u>
1/2/88	*	*	.00	1,000,000.00
7/2/88	55,800.00	55,800.00	.00	1,000,000.00
1/2/89	76,904.53	55,800.00	21,104.53	978,895.47
7/2/89	54,622.37	54,622.37	.00	978,895.47
1/2/90	78,082.16	54,622.37	23,459.79	955,435.68
7/2/90	53,313.31	53,313.31	.00	955,435.68
1/2/91	79,391.22	53,313.31	26,077.91	929,357.77
7/2/91	51,858.16	51,858.16	.00	929,357.77
1/2/92	80,846.37	51,858.16	28,988.21	900,369.56
7/2/92	50,240.52	50,240.62	.00	900,369.56
1/2/93	82,463.91	50,240.62	32,223.29	868,146.27
7/2/93	48,442.56	48,442.56	.00	868,146.27
1/2/94	142,590.93	48,442.56	94,148.37	773,997.90
7/2/94	74,375.56	43,189.08	31,186.48	742,811.42
1/2/95	125,431.80	41,448.88	83,982.92	658,828.50
7/2/95	36,762.63	36,762.63	.00	658,828.50
1/2/96	116,319.97	36,762.63	79,557.34	579,271.16
7/2/96	32,323.33	32,323.33	.00	579,271.16
1/2/97	99,825.09	32,323.33	67,501.76	511,769.40
7/2/97	28,556.73	28,556.73	.00	511,769.40

* Interest only shall be payable to the extent accrued on this date.

<u>Payment Date</u>	<u>Debt Service</u>	<u>Ending Interest Payment</u>	<u>Principal Repayment</u>	<u>Principal Balance</u>
1/2/98	120,173.93	28,556.73	91,617.20	420,152.20
7/2/98	23,444.49	23,444.49	.00	420,152.20
1/2/99	145,564.21	23,444.49	122,119.72	298,032.48
7/2/99	16,630.21	16,630.21	.00	298,032.48
1/2/00	153,183.91	16,630.21	136,553.70	161,478.78
7/2/00	9,010.52	9,010.52	.00	161,478.78
1/2/01	161,704.22	9,010.52	152,693.70	8,785.08
7/2/01	490.21	490.21	.00	8,785.08
1/2/02	9,275.29	490.21	8,785.08	0.00

[1240-200]
SCHEDULE B TO LEASE

CASUALTY VALUE
(Exclusive of Rent)

<u>Rental Payment Dates</u>	<u>Percentage of Purchase Price Per Unit</u>
1/02/88	103.4447
7/02/88	104.6148
1/02/89	103.9564
7/02/89	104.7486
1/02/90	103.5863
7/02/90	104.1086
1/02/91	102.5221
7/02/91	102.8603
1/02/92	100.9008
7/02/92	101.1110
1/02/93	98.7751
7/02/93	98.8557
1/02/94	96.1159
7/02/94	94.9513
1/02/95	92.4183
7/02/95	85.5975
1/02/96	85.6241
7/02/96	78.1530
1/02/97	78.2666
7/02/97	70.2190
1/02/98	70.3427
7/02/98	61.5969
1/02/99	61.8213
7/02/99	52.2277

Rental
Payment
Dates

Percentage of
Purchase Price
Per Unit

1/02/00
7/02/00

52.6724
42.1468

1/02/01
7/02/01

42.8547
31.3045

1/02/02
7/02/02

32.7921
21.6849

1/02/03

20.0000

[1240-200]
SCHEDULE D TO LEASE

Basic Rent

Basic Rental
Payment Dates

Arrears

Advance

7/2/88	4.29249	
1/2/89	5.91599	
7/2/89	4.20190	
1/2/90	6.00658	
7/2/90	4.10120	
1/2/91	6.10728	
7/2/91	3.98926	
1/2/92	6.21922	
7/2/92	3.86483	
1/2/93	6.34365	
7/2/93	3.72651	
1/2/94	6.48197	4.48704
7/2/94		5.72145
1/2/95		9.64902
7/2/95		2.82802
1/2/96		9.99052
7/2/96		2.48652
1/2/97		10.28027
7/2/97		2.19677
1/2/98		10.67354
7/2/98		1.80350
1/2/99		11.19773
7/2/99		1.27930
1/2/00		11.78389
7/2/00		0.69315
1/2/01		12.43933
7/2/01		0.03771
1/2/02		11.79213
7/2/02		0.68491